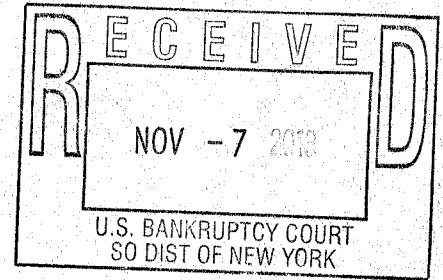


US BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK



RE GMAC.,

RESIDENTIAL CAPITAL LLC

CASE 12-12020

ORDER OF DEFAULT AND
CONSTRUCTIVE FRAUD

On september 30, 2013 a Motion requesting the validation of the claim RE property located at 3786 Viewcrest Dr S, Salem, Or 97302 Requesting to provide the Original Contract to this court and the debtor, of the two parties to validate or invalidate claim and the jurisdiction of it. A response was requested within 15 days of this date. And was filed on October 8, 2013 DOC 5312 (5291) which was not presented.

Today Noveber 1, 2013, is entered an Order of Default and construc_{ti}ve Fraud.

GMAC cause Fraud, induced to misled party to execute the instrument involved, without the intention of performing it, and turned around and broke the contrac of Settlement and on February 1, 2013 Sold to Green Tree Servicing LLC "heresay" Turning this Promissory Note into a Bond.

Seeking Judicial Cancellation of the Contract Mortgage by prepode-
rance of the evidence and Contract,. Debtor (now Debtor and owner
of the Quit Deed) request relief under ~~§~~ 493 424 - Ti 424 require-
ment of notice of dishonor. Assigning a promissory note and to the
mortgage securing it to separate entities voiding the Mortgage.

A Judgemnt is entered, Setting aside the deed to real property for
and equitable accounting between interested parties, A judgment
annuling the mortgage is granted and is ordered to surrender to
the Clerk of the Court to be makrked "CANCELLED" with and injuction
prohibiting the assetion of future claims of right under the instru
ment. And It is also ORDERED to restore Deed Ownershipt to
ANNAIZA GERWALD and all of its rights under this Court.

On this Date _____

Judge

US BANKRUPTCY COURT SOUTHERN DISTRICT OF
NEW YORK CITY.

RE;GMAC, and

Residential Capital LLC

CASE 12-12020

ORDER OF DEFAULT AND
CONSTRUCTIVE FRAUD

On September 30, 2013 a Motion requesting the validity of the claim re: Property located at 12 BluegrassLn, Savannah, Ga 31405., as to Residential Capital LLC to provide the original Mortgage Contract, between the two parties to validate or invalidate the jurisdiction of the claim and response date of October 23, 2013 15 days latter where the request was filed on October 8, 2013 Doc 5312 (5290) was not received nor presented to the requestor .

As of November 1, 2013, is entered an order of Default and constructive Fraud.

GMAC caused the fraud, induced to mislead party to execute the instrument involved, without the intention of performing it, and turned around selling the Promissory Note Mortgage monetizing of the sell. without informing the other party of it. The sell of the Promissory Note to Residential Capital LLC at an unknown date and unknown sale, which has defaulted to provide proof. And on January 3rd sold to Oxwen Loan Servicing LLC, again without informing the other party, which in turn the Promissory Note became a Bond and a Bond again, while knowingly proceedings open incourse were pending in Fed. Court against GMAC for Breach of Contract (they has settle this with the Debtor and Broke the contract "pending ") in the US Southern District of Georgia Cases 412CV000666 and 113CV0689.

Seeking a Judicial Cancellation of the Contract Mortgage by preponderance of the evidence and contract. Debtor requests relief under §491 -424 requirement of notice of dishonor. Assigning a promissory note and to the mortgage securing it separate entities voiding the mortgage.

A Judgment is entered, setting aside the deed to real property for an equitable accounting between interested parties, A 12% percent interest with a 30% down is fraud by GMAC to the debtor and to the Federal Interest Loan., Residential Capital LLC claiming on a Mortgage in front of the Court a Real Estate value Debt of \$469K when the value of the Home and several around it is only \$305K, and was owed/Settle this with GMAC with a 125K Final Loan Due., bringing fraud to the court. and without presenting the Original Contract and proof that The debtor entered into a contract.

A Judgment annulling the mortgage is granted and is ordered to surrender to the Clerk of the Court to be marked "CANCELLED" with an injunction prohibiting the assertion of future claims of right under the instrument.

It is also ordered to restore Deed Ownership to Anaissa B Gerwald and all its rights under this Court.

On this date _____

Honorable Judge